

FIG. 1

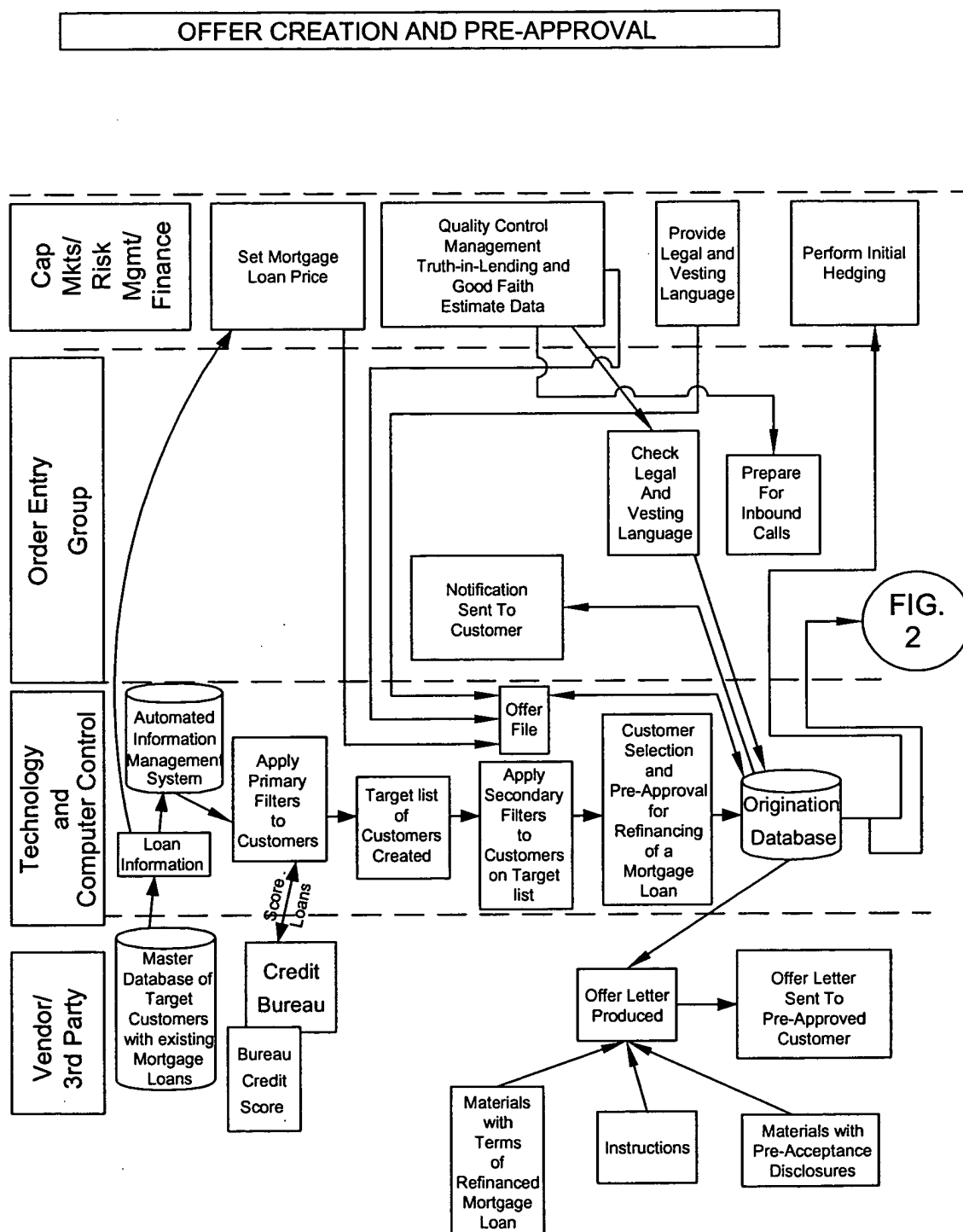


FIG. 2

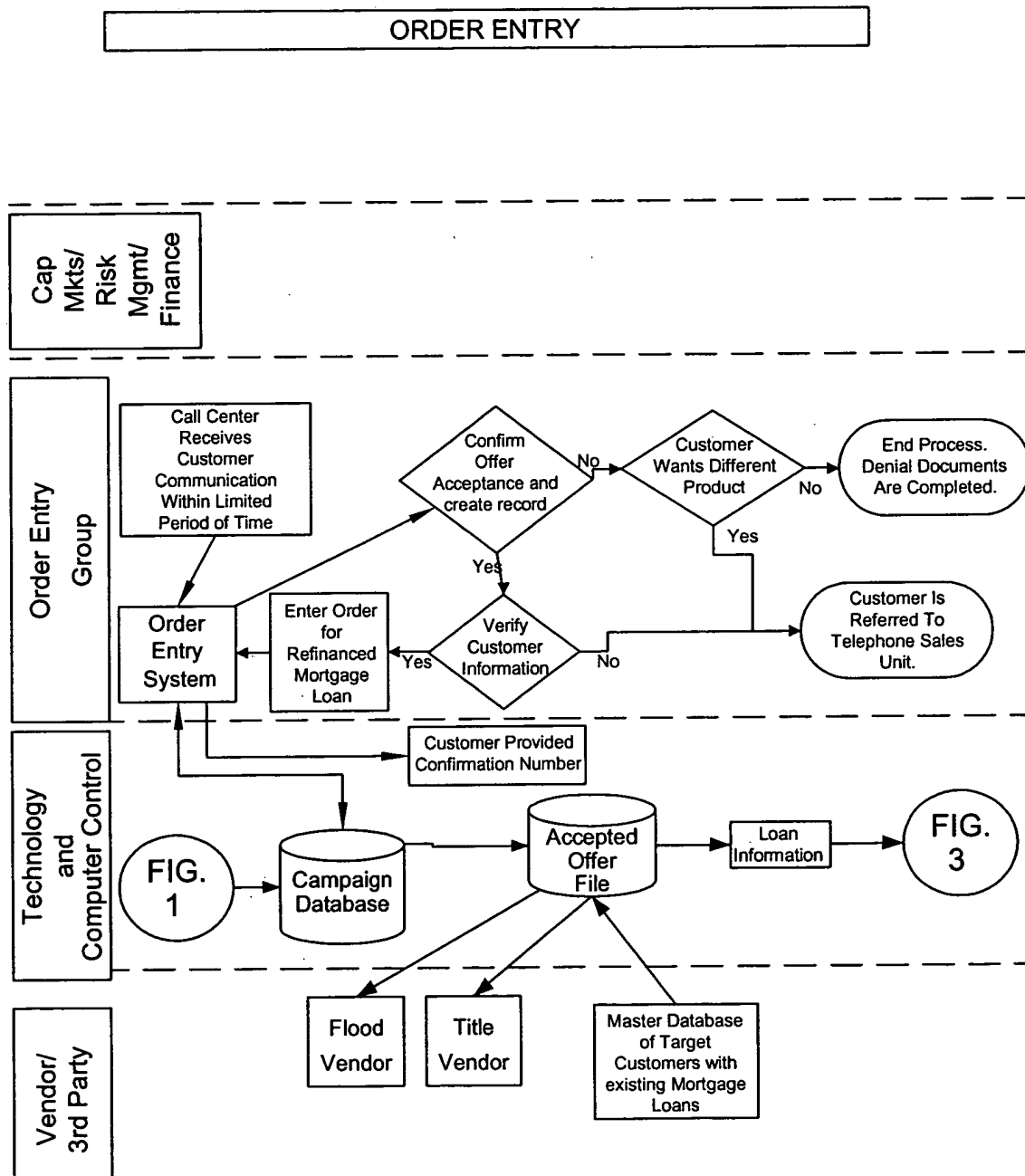
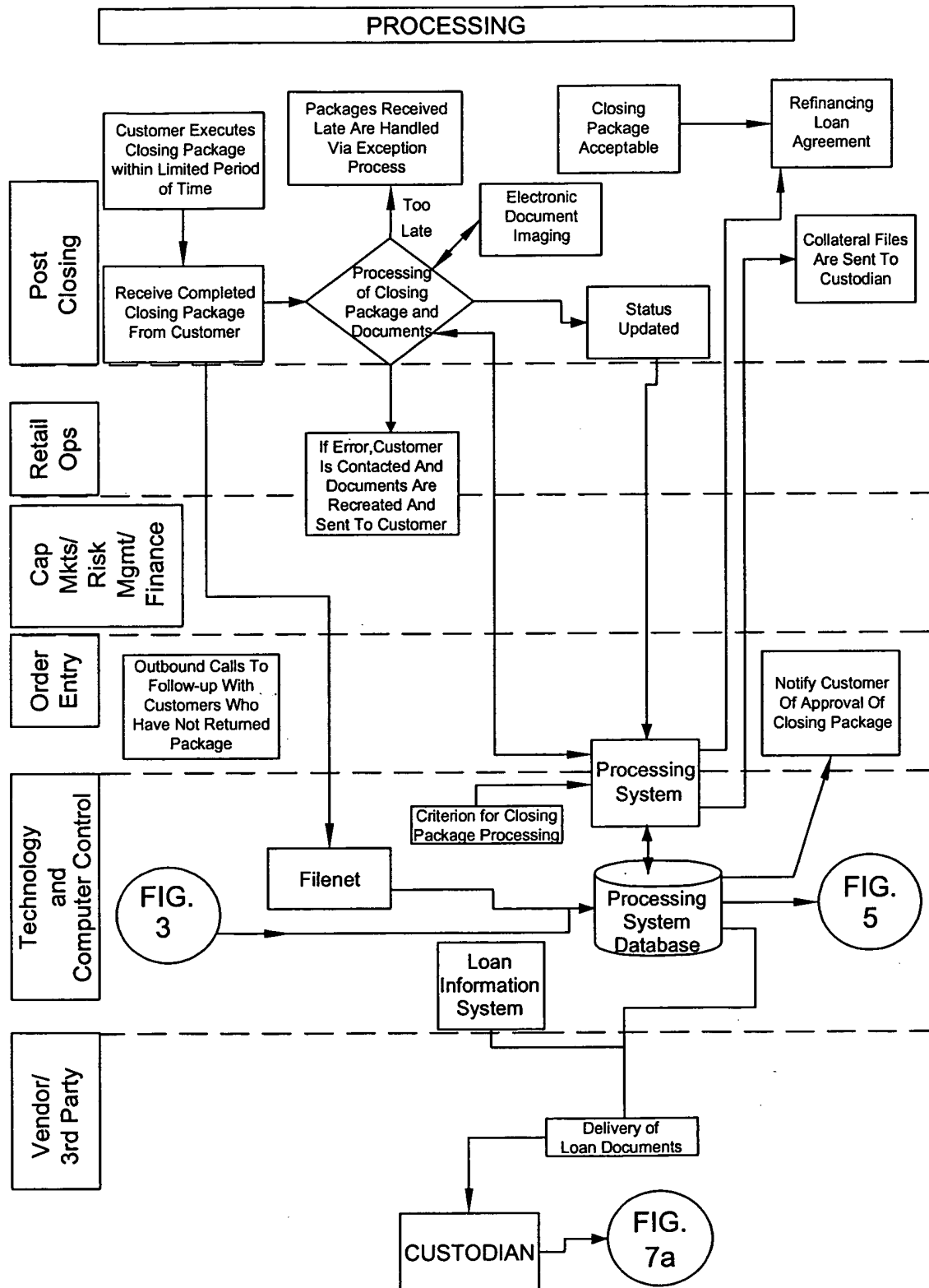




FIG. 4



# FIG. 5

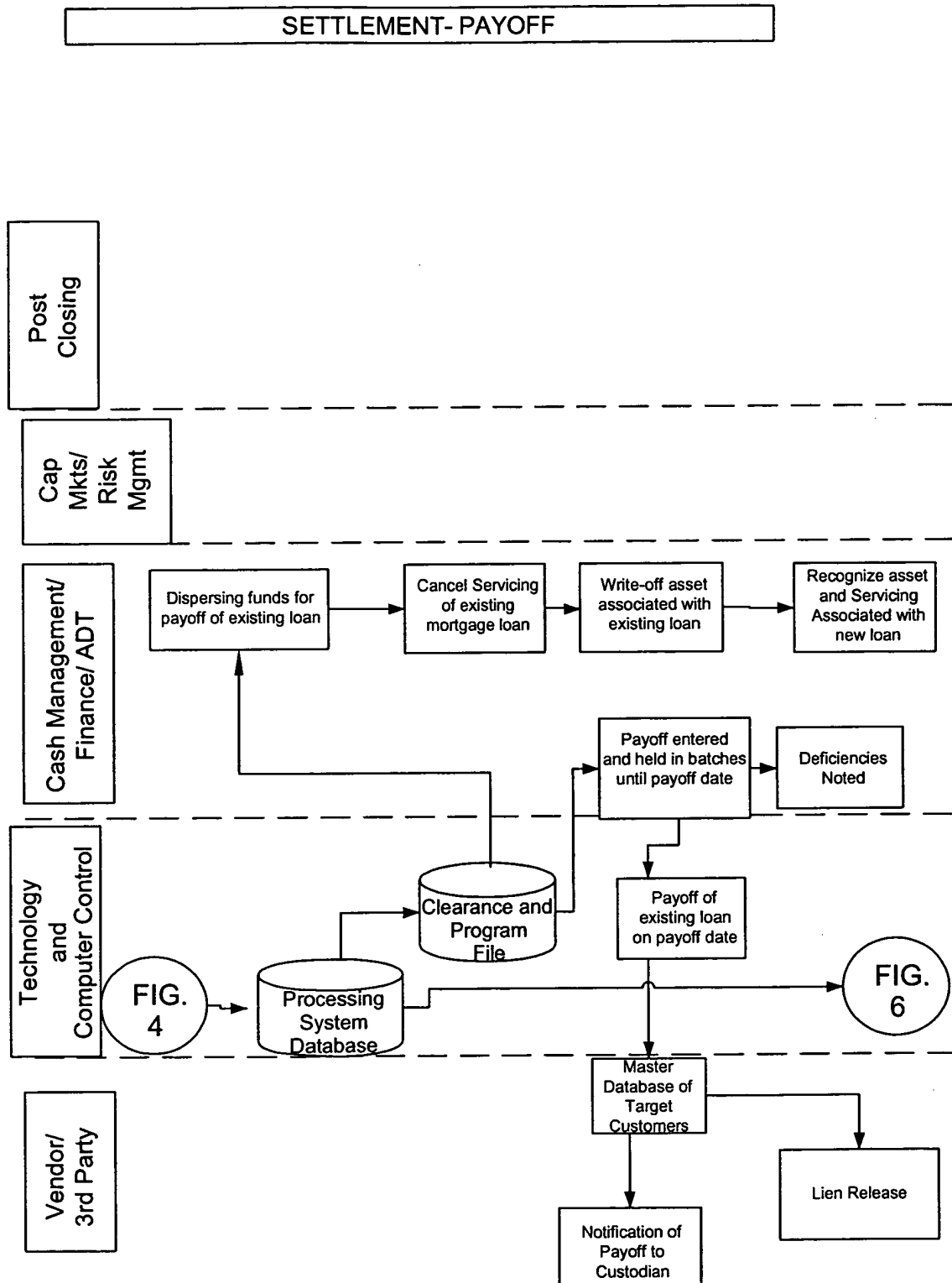


FIG. 6

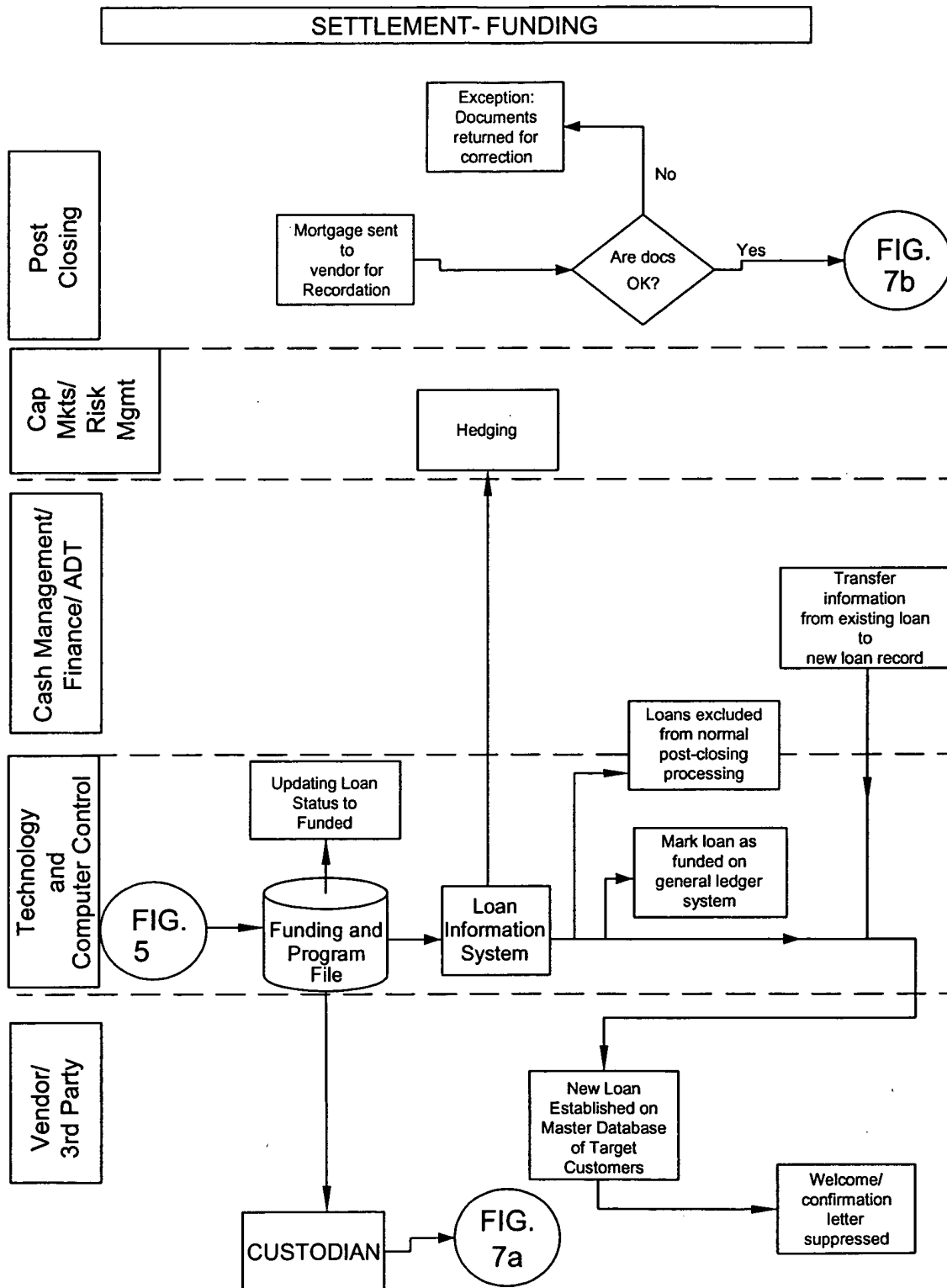
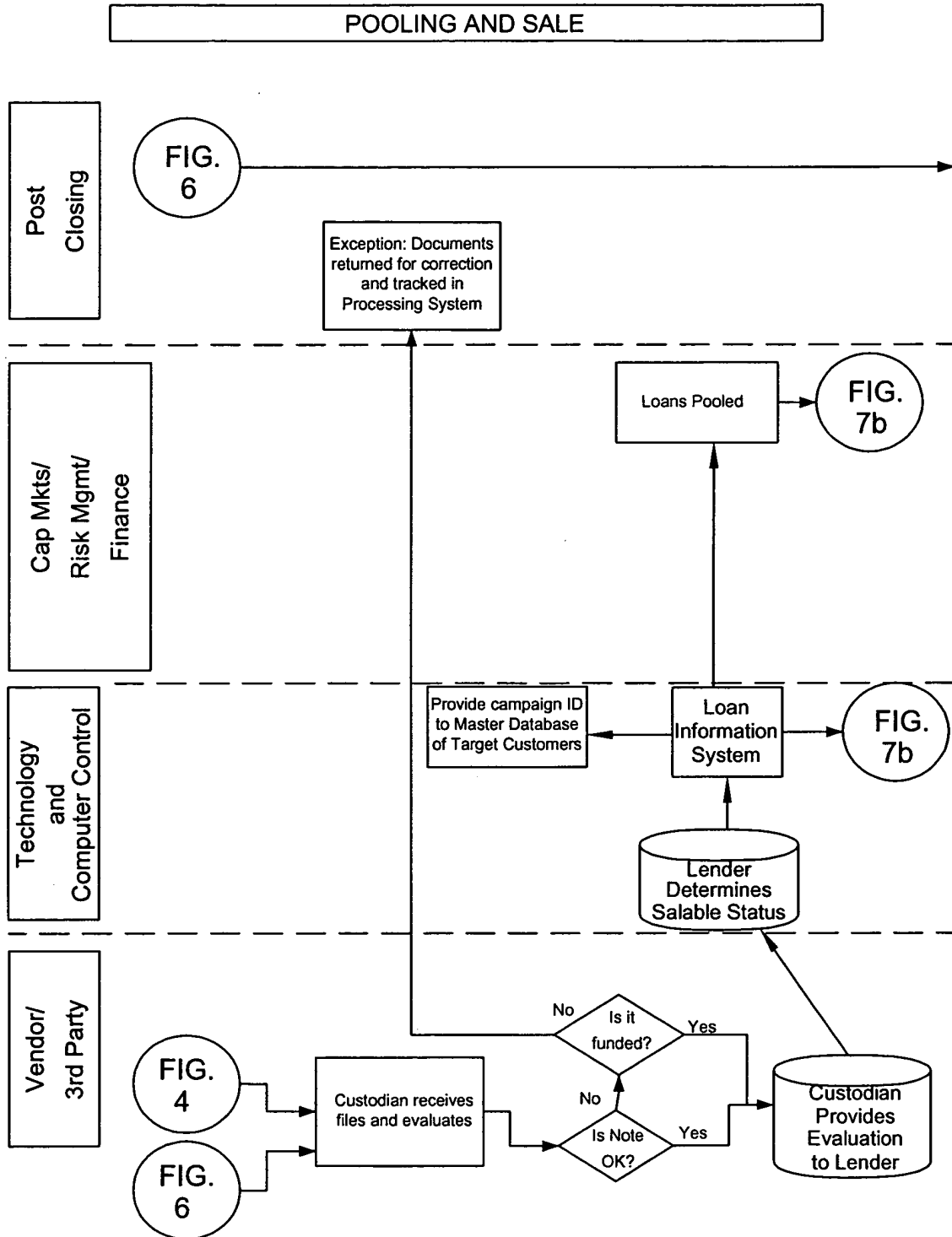


FIG. 7a



# FIG. 7b

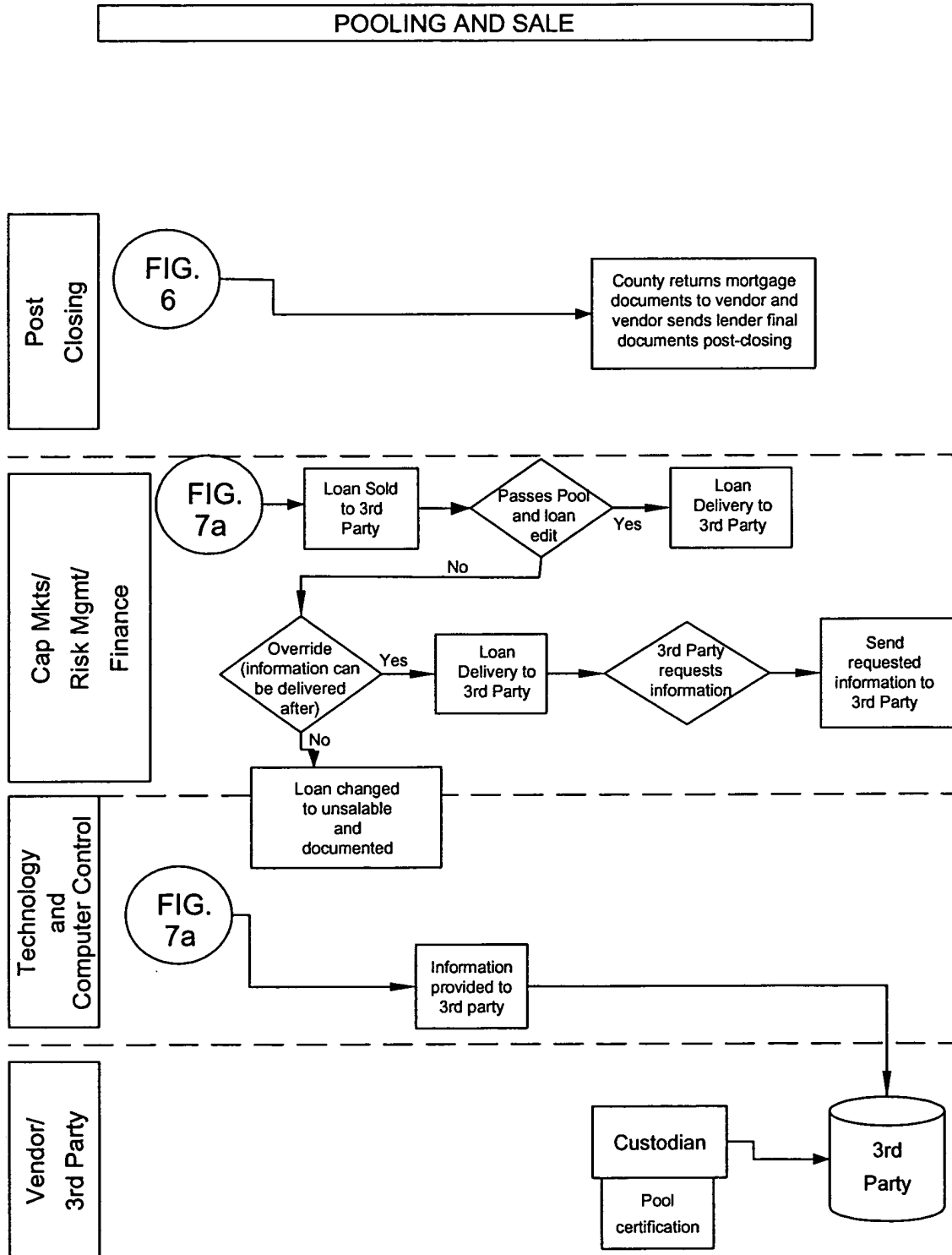




FIG. 8a

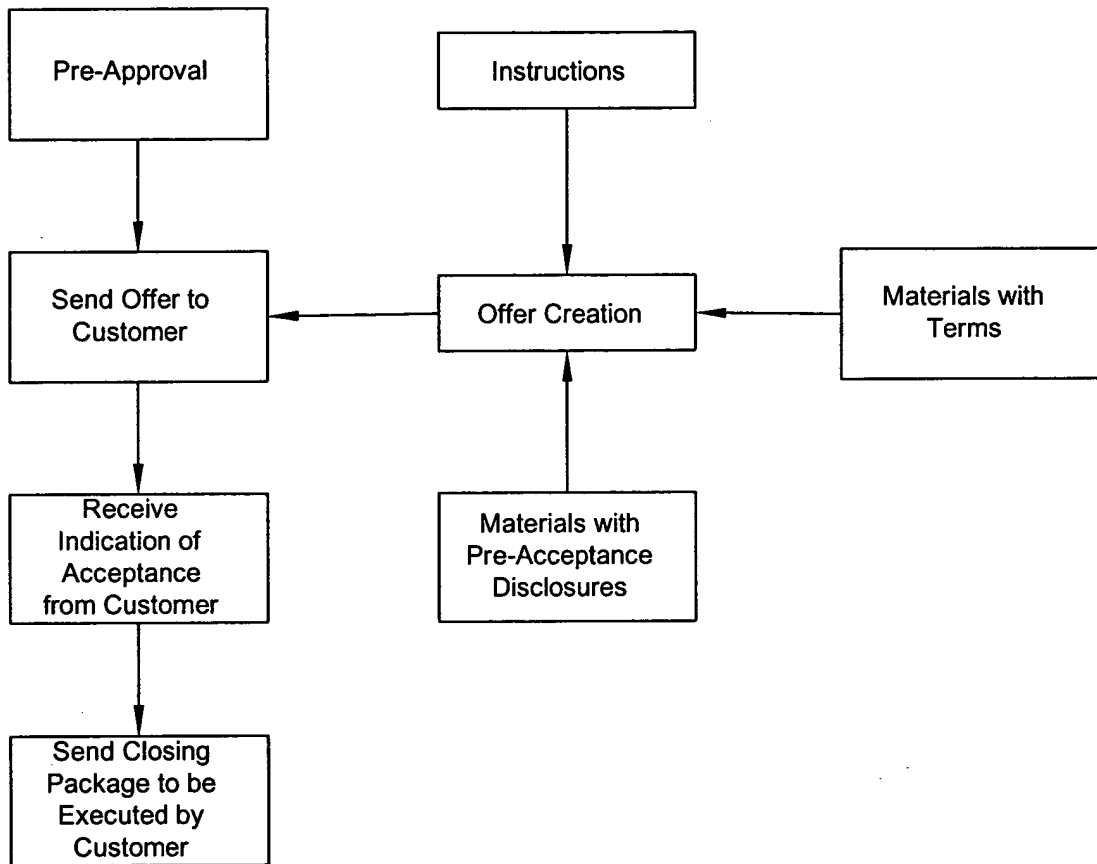


FIG. 8b

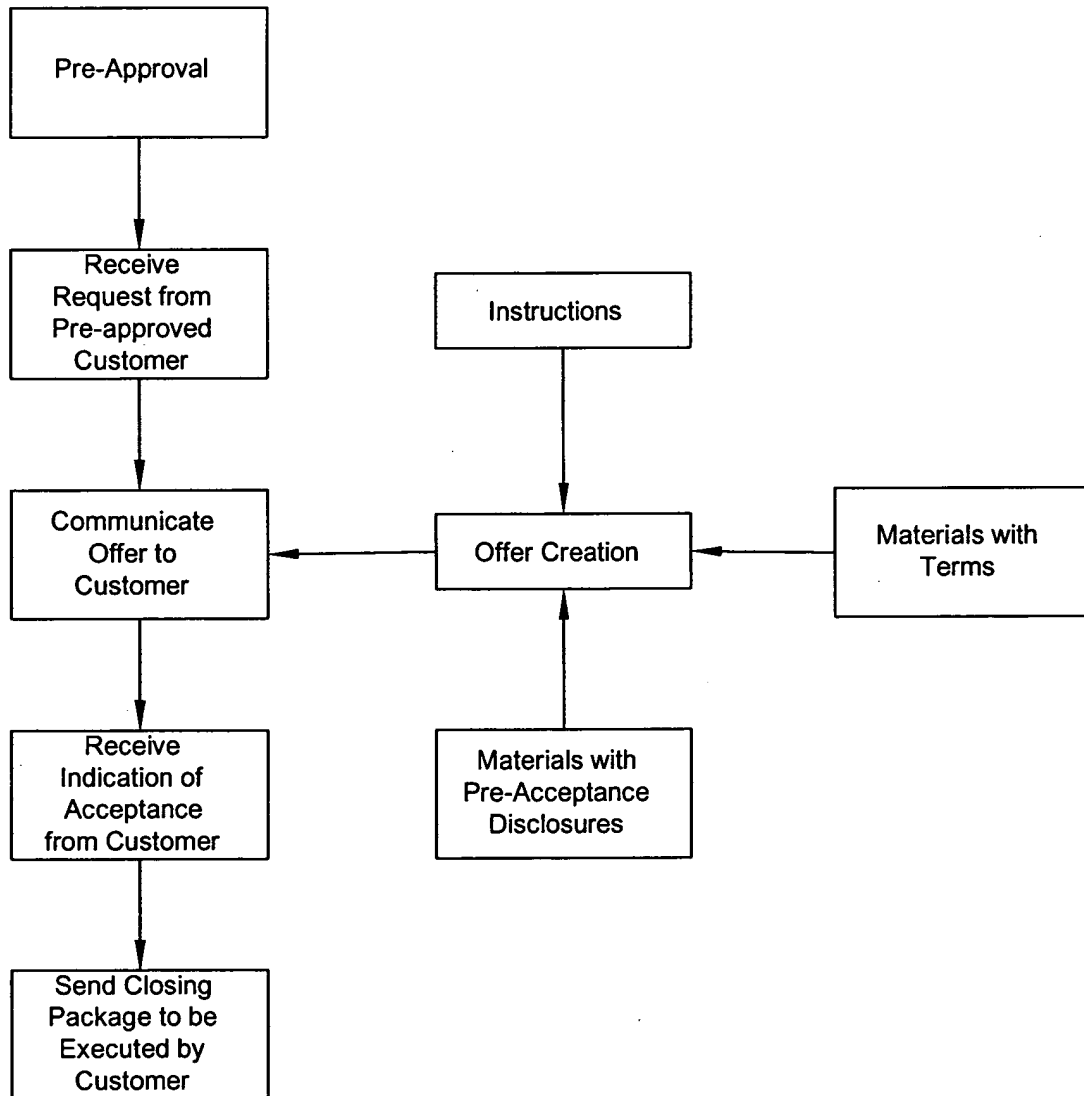


FIG. 9

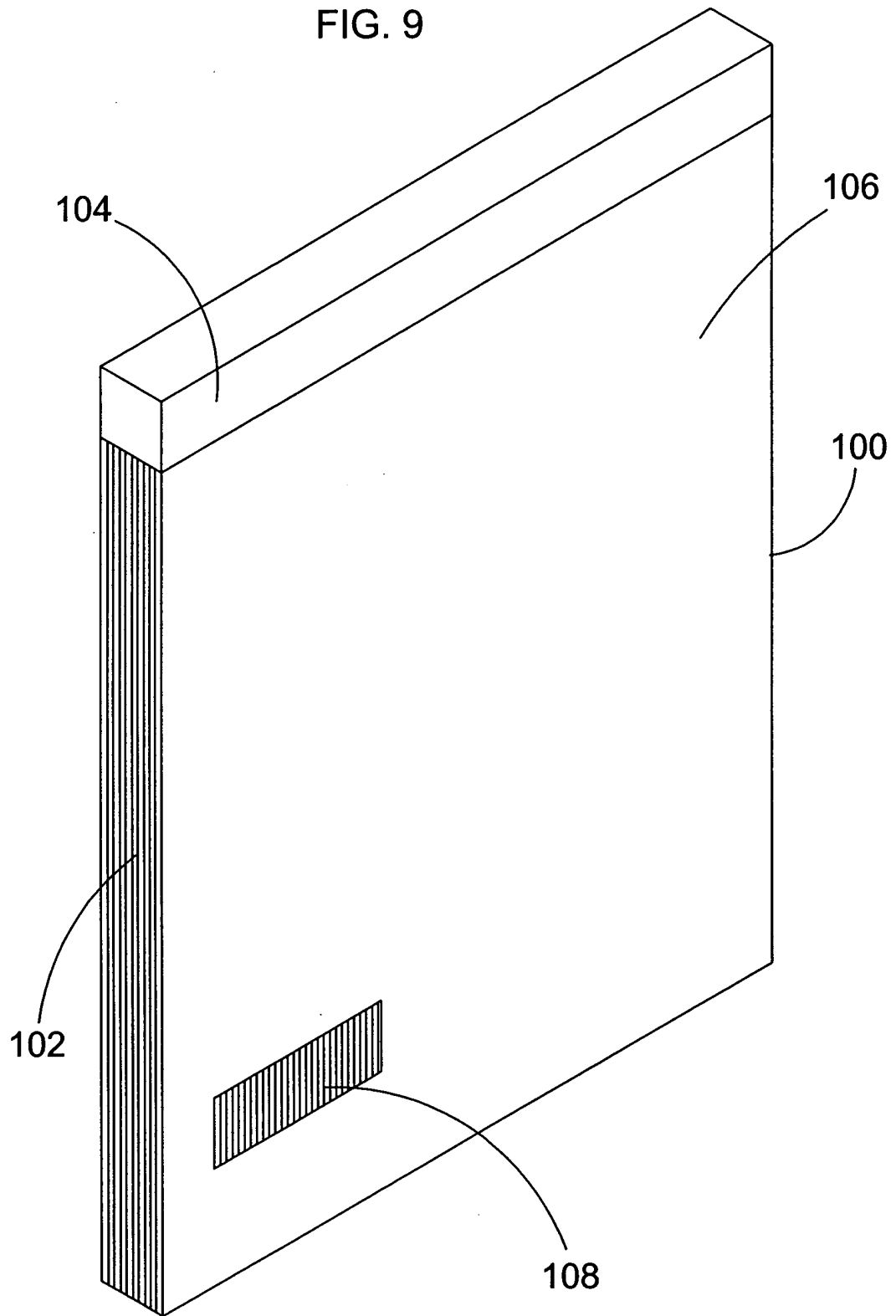
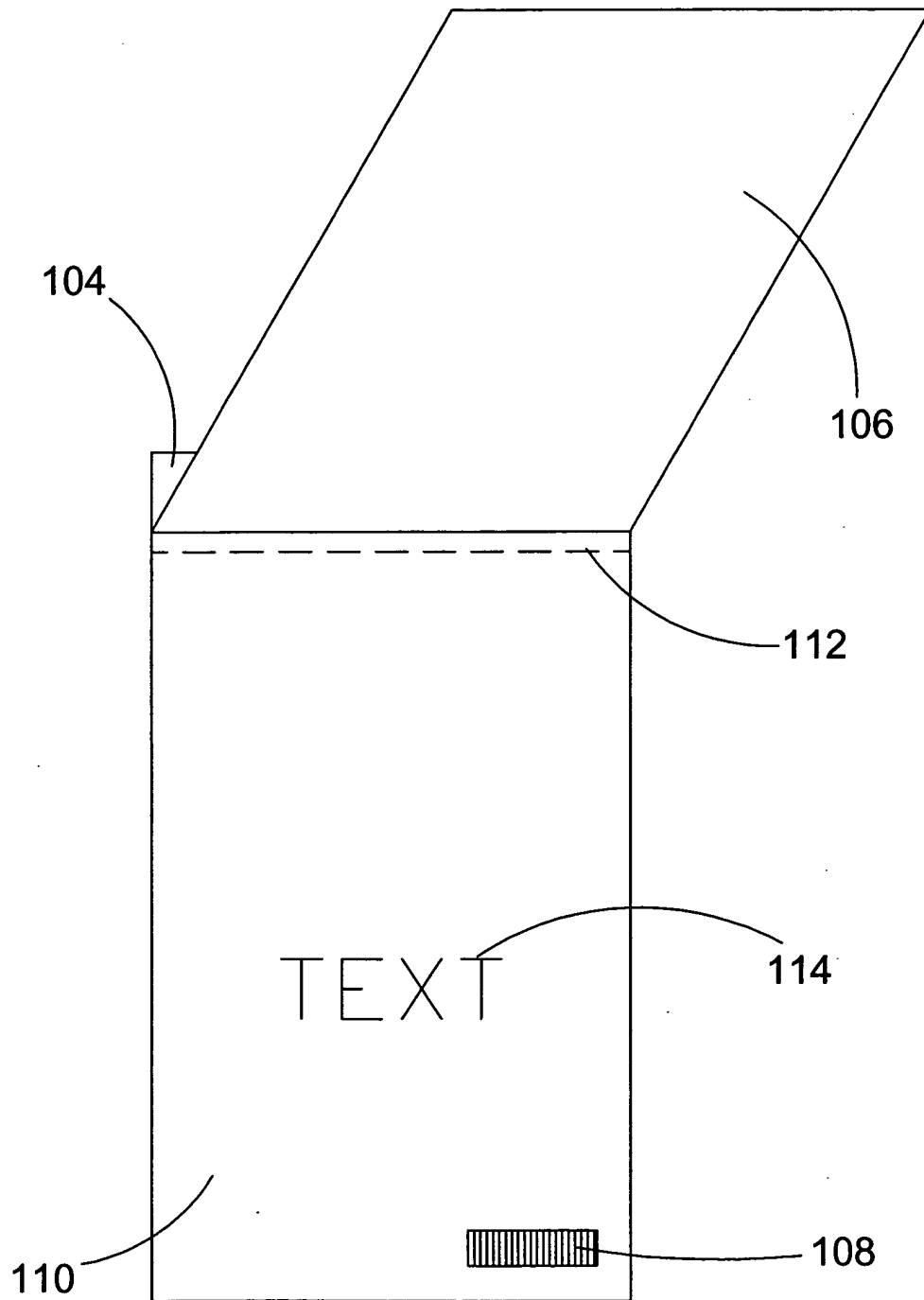


FIG. 10



## FIG. 11a

Dear

We're so glad that you have accepted our offer and requested a closing package for our Rate Reduction simple refinance program. The completed, fully signed and notarized "Sign and Return" package must be dated no later than \_\_\_\_\_ by the express delivery carrier, envelope enclosed, in order to start saving money every month! **Returning the package on time is very important.** Failure to meet that date gives Wells Fargo Home Mortgage the right to withdraw our offer of the guaranteed rate and rate reduction process as described below.

The Wells Fargo Rate & Term Reduction program, unique to Wells Fargo Home Mortgage, provides you with a first mortgage refinance at a fully guaranteed fixed interest rate of % (APR %) for the product with the month term that you have selected. There are no closing costs or hidden fees with the Wells Fargo Rate & Term Reduction program other than any notary fees you may be charged to have the enclosed closing documents notarized. Please review the enclosed Note, Truth in Lending Disclosure and HUD-1 Settlement Statement which contain the details of your refinance transaction.

The great thing about this mail-away closing is that it saves the hassle of scheduling time for a sit-down meeting with a closing agent and lender representative to sign documents. However, a mail-away closing means that you and all co-borrowers will need to take responsibility for **properly signing, notarizing and returning all of the documents** required by Federal and State regulations.

**Do not sign any documents** until you have read through the "10 Easy-To-Close Mortgage Instructions" on page 2 of this letter and the instructions preceding each document in the "Sign and Return" packet.

- In all states, a Notary Public is required to witness the signing of some of the documents. In Connecticut, Florida, Georgia, South Carolina, and Vermont, additional witnesses are required. See instructions on page 2 of this letter and on the pages preceding each document.
- The instructions are simple, but accuracy is very important. Failure to sign and witness the documents according to instructions provided could delay the closing and put your offer in jeopardy.

**Your Easy-to-Close Mortgage Kit contains two packets of documents.**

- One is the "Sign and Return" packet. This is the set of documents that you will be signing and returning. The express delivery envelope must be dated no later than \_\_\_\_\_ by the express delivery carrier.
- The other is the "Keep for Your Records" packet. This set of documents is your copy and should not be signed or returned to us.

If you follow the instructions carefully, we think you'll find this to be the easiest and most convenient real estate closing you've ever experienced!

**What happens after the closing package is sent back?**

1. Your new mortgage loan will close as soon as WFHM receives your express delivery package and reviews it to make sure it was completely and correctly signed.
2. You must make your regularly scheduled \_\_\_\_\_ mortgage payment.
3. You may skip your \_\_\_\_\_ mortgage payment.
4. Your new loan and new payment amount will be in place for your \_\_\_\_\_ payment. You will receive a statement in the mail.

**If you have any difficulty following these instructions please call us immediately, toll-free at 866-809-6271.**

**Please note that if the documents are not properly completed and returned on time, we will not be able to disburse your new loan. Wells Fargo will have the right to withdraw the offer of the guaranteed rate.**

Remember, the express delivery package must be dated no later than \_\_\_\_\_ by the express delivery carrier. Thank you for being a Wells Fargo customer.

Sincerely,  
Ted O'Rourke  
Wells Fargo Home Mortgage

P.S. Please be aware that if your package is not timely received or if the documents are not executed properly, Wells Fargo may withdraw its offer for the Rate Reduction refinance. Wells Fargo will notify you if your offer is withdrawn. You will then be expected to continue to make payments on your original loan, including the payment that was due \_\_\_\_\_, less any late charges accrued for that payment.

P.P.S. Please use a **BLACK** ball-point pen (we've enclosed one for you) to sign all the documents.

## FIG. 11b

### **Rate Reduction Refinance - Document Listing**

The documents listed below are those contained in the execution package that must be signed, notarized as applicable, and returned to us.

**Please return this document listing along with the executed closing documents.**

FIG. 12

	<b>10 EASY -TO-CLOSE MORTGAGE INSTRUCTIONS</b>	<b>"x" when complete</b>
<b>STEP 1</b>	<p><b><u>Locate a Notary Public and schedule an appointment</u></b></p> <ul style="list-style-type: none"> <li>- Some of the documents require a Notary Public as a witness. An individual with a Notary Public license can sometimes be found in a bank or post office, but make sure you call first to verify their presence. You can also log on to <a href="http://www.smartpages.com">www.smartpages.com</a> and search "notaries" in your zip code.</li> <li>- In all states, all of the parties listed on the mortgage must be present to sign the closing documents. All parties must bring a photo ID.</li> <li>- The states of Connecticut, Florida, Georgia and Vermont require a witness not named on the Mortgage <i>in addition to a Notary</i>.</li> <li>- The state of South Carolina requires two witnesses not named on the Mortgage <i>in addition to a Notary</i>.</li> </ul>	
<b>STEP 2</b>	<p><b><u>Bring the following to the Notary Public appointment:</u></b></p> <ul style="list-style-type: none"> <li>- The "Sign and Return" packet.</li> <li>- A photo ID for every party listed on the mortgage.</li> <li>- Lender name and account number information for any other mortgages on, or liens against, the property that is being refinanced (this information will be needed to complete Step 7 below)</li> </ul>	
<b>STEP 3</b>	<p><b><u>At the Notary, locate and sign the "Note"</u></b></p> <ul style="list-style-type: none"> <li>- Provide the Notary with the <u>Instructions to Notary</u> document (found on the next page)</li> <li>- Instructions for signing the Note are on the page preceding the Note enclosed with your "Sign and Return" packet.</li> </ul>	
<b>STEP 4</b>	<p><b><u>At the Notary, locate and sign the "Mortgage/Deed of Trust"</u></b></p> <p>Instructions for initialing, signing and notarizing the Mortgage are on the page preceding the Mortgage/Deed of Trust document enclosed with your "Sign and Return" packet.</p>	
<b>STEP 5</b>	<p><b><u>At the Notary, locate and sign the "Business Acknowledgments, Agreements and Disclosures"</u></b></p> <p>Instructions for signing are on the page preceding the document enclosed with your "Sign and Return" packet.</p>	
<b>STEP 6</b>	<p><b><u>At the Notary, locate and sign the "Acknowledgments of Receipt of the Notice of the Right to Cancel"</u></b></p> <p>Instructions for signing are on the page preceding the document enclosed with your "Sign and Return" packet.</p>	
<b>STEP 7</b>	<p><b><u>At the Notary, locate and sign the "Borrower's Title Affidavit"</u></b></p> <p>Instructions for signing and notarizing are on the page preceding the Borrower's Title Affidavit enclosed with your "Sign and Return" packet.</p>	
<b>STEP 8</b>	<p><b><u>At the Notary, check documents for all signatures</u></b></p> <p>Remember that all parties on the Mortgage must sign and be notarized as instructed for your closing to be valid.</p> <p><b><u>Step 8A - Extra Step if you receive a "Notice of Special Flood Hazards"</u></b> Instructions for signing are provided on the page preceding this Notice.</p> <p><b><u>Step 8B - Extra Step for District of Columbia, Illinois, Oregon, Utah and Wisconsin</u></b></p> <p><b><u>Illinois - Tax Escrow Options</u></b></p> <p><b><u>District of Columbia, Oregon and Utah - Escrow Account Document Wisconsin - Tax Escrow Option Election</u></b></p> <p>Instructions for signing are provided on the page preceding the document.</p>	
<b>STEP 9</b>	<p><b><u>Prepare the express delivery envelope found in Easy-to-Close Mortgage Kit.</u></b></p> <ul style="list-style-type: none"> <li>- Put the entire "Sign and Return" packet, which includes all signed documents, into the enclosed express delivery envelope.</li> <li>- Complete the sender portion of the label and affix it to the envelope as instructed.</li> </ul>	
<b>STEP 10</b>	<p><b><u>Send the entire "Sign and Return" packet back to us.</u></b></p> <ul style="list-style-type: none"> <li>- You must drop off your express delivery package at one of more than 60,000 UPS self-service and staffed locations throughout the United States. To locate the location nearest you, please call 1-800-742-5877 or visit the UPS Drop-off Locator at <a href="http://www.ups.com/using/services/locator/locator/html">http://www.ups.com/using/services/locator/locator/html</a></li> <li>- Your package must be dated by UPS, no later than the date noted on the first page of this letter.</li> </ul>	

## FIG. 13

### INSTRUCTIONS TO NOTARY

Please take note of the following:

1. Please verify photo identification for each party.
2. Because the documents that are being signed are for a refinance of a mortgage that is currently serviced by Wells Fargo Home Mortgage, they are dated as of the first day of the month-when the interest rate and monthly payment of the new loan become effective. **As you would normally, please date the acknowledgment as of the date that you actually witness the signatures. Do not use the date on the refinance document.**
3. If you are only witnessing one signature, please indicate. If another notary has already witnessed the other signature, please create a new acknowledgment for you to execute for the remaining signature.
4. If you are signing as a witness you must sign separately in the witness section as well as the acknowledgment page.
5. Please fill in the county in the acknowledgment.
6. Please follow your state's requirements as to seals for recordable documents.
7. If you have any questions regarding these instructions please call 1-866-809-6271

Thank you,

Wells Fargo Home Mortgage Closing Department



## FIG. 14a

### **STEP 3** **The Note**

Read the Note. The Note is a written promise to pay a sum of money at a stated interest rate during a specified term. The Note is secured by the Mortgage on your property.

- **Do not change** and/or alter this Note. If there are any changes, your new loan will not be valid.
- All borrowers listed on the signature page of the Note **must sign the Note**. (This is usually the last page.)
- Signatures must be **exactly as typed**.
- Notary or witnesses are **NOT required** to sign the Note.
- The signed Note must be returned to WFHM as instructed in Steps 9 & 10 of the *10 Easy- To-Close Mortgage Instructions* attached to the letter you received in this packet

# FIG. 14b

## NOTE

(Date)

(City)

(State)

(Property Address)

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the day of each month beginning on . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

NEW HAMPSHIRE AXED RATE NOTE-Single Family-Fannie Mac/Freddie Mac UNIFORM INSTRUMENT



5N(NH) (0008) Form 3230 1/01  
VMP MORTGAGE FORMS - (800)521-7291

## FIG. 14c

### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of \_\_\_\_\_ calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be \_\_\_\_\_ % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

#### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

#### (E) Payment of Note Holder's Cost and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that anyone of us may be required to pay all of the amounts owed under this Note.

### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

FORM 3230 1/01

## FIG. 14d

### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

### 11. ATTORNEYS' FEES

Pursuant to New Hampshire Revised Statutes Annotated Section 361-C:2, in the event that Borrower shall prevail in (a) any action, suit or proceeding, brought by Lender, or (b) an action brought by Borrower, reasonable attorneys' fees shall be awarded to Borrower. Further, if Borrower shall successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by Lender, a court may withhold from Lender the entire amount or such portion of its attorneys' fees as the court shall consider equitable.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED,

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*[Sign Original Only]*

## FIG. 15a

### Step 4

#### Mortgage/Deed of Trust

- Read the Mortgage/Deed of Trust and any Riders\*, if included. This document is a pledge of property as security for a debt. Your mortgage document evidences that pledge.
- The Mortgage/Deed of Trust will include a legal description of your property either within the document, or as an attachment or exhibit. The legal description for your property may or may not be included with your Mortgage/Deed of Trust. Please refer to Section 9 of the Borrower's Title Affidavit. If the legal description is not included, WFHM or the title insurance company will, prior to recording the mortgage documents, attach and incorporate the legal description.
- **Do not change** and/or alter this document or Riders. If there are any changes, your new loan will not be valid.
- **A Notary must be present** when signing these document(s) and should execute and notarize the documents with their seal where indicated.
  - If the property securing this loan is in one of the following states, **one or more Witnesses (other than the parties signing the Mortgage/Deed of Trust) in addition to the Notary must also be present to sign.**

Connecticut Florida Georgia Vermont	<ul style="list-style-type: none"> <li>- One Notary must sign.</li> <li>- One additional Witness (person not listed on the Mortgage/Deed of Trust) <b><u>must</u></b> sign.</li> <li>- The Notary may also be one of the two witnesses.</li> </ul>	<ul style="list-style-type: none"> <li>- The Notary must sign in the Notary Section.</li> <li>- Two witnesses must sign in the witness section.</li> </ul>
South Carolina	<ul style="list-style-type: none"> <li>- One Notary must sign.</li> <li>- Two additional Witnesses (person not listed on the Mortgage/Deed of Trust) <b><u>must</u></b> sign.</li> <li>- The Notary may not be one of the witnesses.</li> </ul>	<ul style="list-style-type: none"> <li>- All three should print their name under their signature.</li> </ul>

- All parties listed on the signature page must sign the Mortgage/Deed of Trust document (usually found on the second or third page from the last page).
- All parties listed on the **signature page of each Rider\***, if included, must sign on the signature line. **If the Rider requires a Notary, then the Notary must sign and seal.**
- Signatures must be signed **exactly as typed** on the Mortgage/Deed of Trust.
- All pages of the signed and notarized Mortgage/Deed of Trust and all signed notarized Riders (if included) must be returned to WFHM as instructed on Steps 9 & 10 of the *10 Easy-To-Close Mortgage Instructions* attached to the letter you received in this packet.

\* Packet will include a Rider if the property is a Condo, PUD, 2-4 Family. If the property is located in the state of Texas, the packet will include a "Renewal and Extension Exhibit".

## FIG. 15b

Return To:

Prepared By:

-----[Space Above This Line For Recording Data]-----

### MORTGAGE

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated together with all Riders to this document.

(B) "Borrower" is

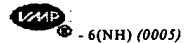
Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is

Lender is a  
organized and existing under the laws of

NEW HAMPSHIRE AXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3030 1/01



Page\_1 of 15

Initials \_\_\_\_\_

VMP MORTGAGE FORMS - (800)521-7291

## FIG. 15c

Lender's address is \_\_\_\_\_

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated \_\_\_\_\_. The Note states that Borrower owes Lender \_\_\_\_\_

\_\_\_\_\_ Dollars  
(U.S. \$ \_\_\_\_\_) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than \_\_\_\_\_

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider        |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider         |
| <input type="checkbox"/> V A Rider             | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] _____ |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

Initials \_\_\_\_\_

## FIG. 15d

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender with mortgage covenants, and with power of sale, the following described property located in the

[Type of Recording Jurisdiction] of [Name of Recording Jurisdiction] :

Parcel ID Number: \_\_\_\_\_ which currently has the address of \_\_\_\_\_  
[City], New Hampshire [Street]  
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

#### 1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

Initials \_\_\_\_\_



## FIG. 15e

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

Initials \_\_\_\_\_

## FIG. 15f

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESP A, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESP A, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESP A, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

Initials \_\_\_\_\_

## FIG. 15g

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

Initials \_\_\_\_\_

## FIG. 15h

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

Initials \_\_\_\_\_



## FIG. 15i

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

Initials \_\_\_\_\_

## FIG. 15j

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

Initials \_\_\_\_\_

## FIG. 15k

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to anyone Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

Initials \_\_\_\_\_

## FIG. 151

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or It might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

Initials \_\_\_\_\_





## FIG. 15m

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances deemed as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Initials \_\_\_\_\_

## FIG. 15n

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail copies of a notice of sale in the manner provided by Applicable Law to Borrower and other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender shall deliver to the purchaser Lender's deed conveying indefeasible title to the Property, discharged of all rights of redemption by Borrower. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Discharge.** The Lender, within 60 days after this Security Instrument is satisfied and having reasonable charges tendered to the Lender, shall cause the discharge of this Security Instrument to be recorded in the registry of deeds where the Property lies. The recording fees associated with the discharge of this Security Instrument may be charged to the Borrower, if the Borrower received written disclosure that such fees would be so charged. The Lender shall provide written confirmation of the discharge within the 60-day period to the payor of the final payment in satisfaction of this Security Instrument.

**24. Releases.** Borrower, and Borrower's spouse, if any, release all rights of homestead in the Property and release all rights of curtesy and other interests in the Property.

**25. Attorneys' Fees.** Pursuant to New Hampshire Revised Statutes Annotated Section 361-C:2, in the event that Borrower shall prevail in (a) any action suit or proceeding, brought by Lender, or (b) an action brought by Borrower, reasonable attorneys' fees shall be awarded to Borrower. Further, if Borrower shall successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by Lender, a court may withhold from Lender the entire amount or such portion of its attorneys' fees as the court shall consider equitable.

Initials \_\_\_\_\_

**FIG. 15o**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

Initials \_\_\_\_\_

# FIG. 15p

**STATE OF NEW HAMPSHIRE,**

**County ss:**

The foregoing instrument was acknowledged before me this  
by

My Commission Expires:

---

Notary Public/Justice of the Peace

Initials \_\_\_\_\_

## FIG. 16a

### **STEP 5** **Business Acknowledgments, Agreements and** **Disclosures**

- Read the "**Business Acknowledgments, Agreements and Disclosures**" document. This is a description of your rights and requirements for this mortgage transaction.

In signing this document you acknowledge receipt of the following documents that are included in your package:

- *Good Faith Estimate of Settlement Costs*
- *Servicing Disclosure Statement*
- *Affiliated Business Arrangement Disclosure*
- *HUD-1 Settlement Statement*
- *Truth in Lending Disclosure Statement*

- All Borrowers and Mortgagor(s) must sign and date the bottom of page 4. Notary or witnesses are **NOT** required for signatures on this document.

- Signatures must be signed exactly as signed on Note and Mortgage/Deed of Trust (i.e. if middle initial was used, middle initial should always be used).

- Borrowers **do not sign the last page**. This page is for your information only.

- The signed and dated four page "Business Acknowledgments, Agreements and Disclosures" document along with other documents in the "Sign and Return" packet, must be returned to WFHM as instructed in Steps 9 & 10 of the 10 *Easy- To-Close Mortgage Instructions* attached to the letter you received in this packet.

## FIG. 16b

### Business Acknowledgments, Agreements and Disclosures

I/We hereby make the following certifications, acknowledgments and agreements regarding this loan:

#### 1. Servicing Transfer Disclosure Statement

I/We have read the Servicing Transfer Disclosure Statement that is included in the package and understand its contents.

#### 2. Affiliated Business Arrangement Disclosure

I/We have read the Affiliated Business Arrangement Disclosure that is included in the package and understand that Wells Fargo Home Mortgage, Inc. ("WFHM"), the Lender, may refer me/us to purchase the within described settlement service(s) and may receive a financial or other benefit as the result of this referral.

#### 3. Truth in lending Statement

I/We acknowledge receiving the Truth In lending Statement that is included in the package.

#### 4. HUD-1 Settlement Statement

I/We acknowledge that I/we have been provided a copy of the completed HUD-1 Settlement Statement for this transaction and to the best of my/our knowledge and belief; it is a true and accurate statement of all receipts and disbursements made on my/our account or by me/us in this transaction.

#### 5. Hazard Insurance

I/We understand that:

- I/We are required to maintain property insurance as a condition of receiving the loan and that property insurance may be secured from an Insurance company or agent of my/our choosing.
- The insurance policy must insure the subject premises against loss by fire and hazards included in the term "Extended Coverage" and against hazards customarily insured against in the area where the property is located. Hail, hurricane and/or windstorm coverage must be obtained.
- A separate policy or endorsement for hail, hurricane and/or windstorm coverage must be obtained in areas where hail, hurricane and/or windstorm protection are limited or excluded from the standard "Extended Coverage" endorsement.
- The coverage must at least equal the lesser of 100% of the insurable value of the improvements or the unpaid balance of the mortgage. The Insurance may not be less, however, than the minimum amount required under the terms of coverage to fully compensate for any damage or loss on a replacement cost basis.
- The deductible may not exceed \$1,000.00 or 1.000% of the policy face value, whichever is greater, unless state law requires WFHM to permit a higher deductible. If I/we must obtain a separate policy or endorsement for hail, hurricane and/or windstorm protection, the deductible may not exceed \$2,000.00 or 2.000% of the policy face value, whichever is greater, unless state law requires WFHM to permit a higher deductible.
- Hazard insurance must be in effect on or before the loan closing.
- The insurance policy must designate the mortgagee as follows:  
WELLS FARGO HOME MORTGAGE, INC  
Its successors and/or assigns,  
LOAN NUMBER:  
P.O. BOX 5910 (CPI#591)  
SPRINGFIELD, OH 45501-5910
- If I/we live in California, WFHM is prohibited under state law from requiring hazard insurance coverage in an amount exceeding the replacement value of the improvements.
- I/we have the right of free choice in the selection of the agent and insurer through or by which my/our hazard insurance will be placed, whether or not the agent or broker is affiliated with WFHM. This constitutes the notice required under state law in the states of the District of Columbia, Kentucky, Maine, Montana, New Jersey, Rhode Island and Wisconsin.
- WFHM is providing me/us with the following notice: "Unless I/we provide evidence of the insurance coverage required by my/our agreement with WFHM, WFHM may purchase insurance at my/our expense to protect WFHM's interests in my/our collateral. This insurance may, but need not, protect my/our Interests. The coverage that WFHM purchases may not pay any claim that I/we make or any claim that is made against me/us in connection with the collateral. I/we may later cancel any insurance purchased by WFHM, but only after providing evidence that I/we have obtained Insurance as required by my/our agreement. If WFHM purchases insurance for the collateral, I/we will be responsible for the costs of that Insurance, including the Insurance premium, interest and any other charges WFHM may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my/our total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance I/we may be able to obtain on my/our own." This constitutes the notice required under state law in the states of Illinois, Missouri, Oregon and West Virginia.

#### 6. General Authorization

I/We authorize third parties to release any information concerning my credit, employment or mortgage to WFHM, or its employees or affiliates, in connection with the processing of my/our mortgage loan. I/We also authorize WFHM to release any information concerning the status and disposition to my/our mortgage loan to its employees or affiliates involved in processing my/our mortgage loan. If my/our mortgage loan is denied or a counter offer is made, WFHM may release the reasons for its actions to such persons. A copy of this release is also an acceptable authorization.

#### 7. Compliance Agreement/Limited Power of Attorney

I/We agree, if requested by WFHM or someone acting on its behalf, to fully cooperate and adjust for errors and omissions, any and all loan closing instructions deemed necessary or desirable in the reasonable discretion of

## FIG. 16c

WFHM to sell, convey, seek guaranty or market said loan to any entity including but not limited to any investor, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development, Veterans Administration or any Municipal Bonding Authority. I/We agree and covenant in order to assure that the loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by WFHM of its interest in and to said loan documentation.

In consideration of the approval, closing, and funding of my/our mortgage loan, I/we hereby grant WFHM a limited power of attorney to correct and initial all typographical or clerical errors discovered in any of the closing documents executed by me/us. In the event this limited power of attorney is used, WFHM will provide me/us with a copy of the corrected document. This limited power of attorney may not be used to increase this interest rate, the loan term, the outstanding principal balance or the monthly payments on the loan or change any other terms of the loan.

### 8. Certification for IRS Form 1098

I/We certify that the loan proceeds are for refinance of my/our existing primary residence or second home.

### 9. Name Affidavit

I/We hereby state that I/we are the one and same person(s) as set forth in all loan documents relative to the refinance of the home located at the address referenced in the loan documents.

### 10. Acknowledgment and Agreement

I/We specifically acknowledge and agree that:

- (1) the loan requested will be secured by a first mortgage or deed of trust on the property described herein;
- (2) the property will not be used for any illegal or prohibited purpose or use;
- (3) all statements made are made for the purpose of obtaining the loan indicated herein;
- (4) occupation of the property will be as my/our primary residence or second home;
- (5) verification or reverification of any information provided in conjunction with this transaction may be made at any time by WFHM, its agents, successors and assigns, either directly or through a credit reporting agency, from any source;
- (6) WFHM, its agents, successors and assigns will rely on the information provided in connection with this transaction and I/we have a continuing obligation to amend and/or supplement the information provided if any of the material facts which I/we have represented herein should change prior to closing;
- (7) In the event my/our payments on the loan become delinquent, WFHM, its agents, successors or assigns, may, in addition to all their other rights and remedies, report my/our name(s) and account information to a credit reporting agency;
- (8) ownership of the loan may be transferred to successor or assign of WFHM without notice to me and/or the administration of the loan account may be transferred to an agent, successor or assign of WFHM with prior notice to me;
- (9) WFHM, its agents, successors and assigns make no representations or warranties, express or implied, to me/us regarding the property, the condition of the property, or the value of the property.
- (10) If I/we have a second mortgage on my/our home that must be subordinated to the WFHM lien, I/we authorize WFHM to provide my/our second mortgage lender or WFHM's title insurer with credit report data that WFHM may obtain.

### 11. Notices Required by My/Our State

- **California Fair Lending Information** - If my/our property is located in California, I/we acknowledge receipt of the California Fair Lending Information included as the last page of this document.
- **California Escrow Agreement** - I/we understand that an escrow account for taxes and insurance may not be required for my/our loan if the combined loan to value ratio of all loans secured by the property is less than 80%, and if the original loan to value ratio for this loan is less than 90%. If I/we have an escrow account established for my/our current loan, I/we understand that it will be transferred to my/our new loan and that 2% interest will be paid on the funds held in such an account.
- **Connecticut** - I/We acknowledge: that in closing our mortgage loan, I/we may have legal interests that differ from those of WFHM; that I/we are not required by WFHM to be represented by any attorney representing WFHM at the closing; that I/we may waive the right to be represented by an attorney at closing; and that I/We may contact the Connecticut Banking Department to make a complaint regarding any violations of this law.
- **Florida** - The Insurance Laws of the state of Florida provide that WFHM, as lender, provide the following notice "the lender may not require the borrower(s) to take insurance through any particular insurance agent or company to protect the mortgaged property. The borrower(s) subject to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his/her own choice, provided such company and/or agent meets the requirements of the lender. The lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage." I/We acknowledge receipt of this notice and that I/we have read the foregoing statement, or rules of the Insurance Commissioner relative thereto, and understand my/our rights and privileges and those of the lender relative to the placing of such insurance on the mortgaged property.
- **Georgia** - I/We acknowledge that WFHM has informed me/us, as required under O.C.G.A. Section 7-1-1014(3), that If I/we fail to meet any condition or term of the documents that I/we sign in connection with obtaining this mortgage loan, I/we may lose the property that serves as collateral for the mortgage loan through foreclosure.
- **Maryland** - I/We acknowledge that: i) I/we were informed of my/our rights to choose the title insurance company within seven days of accepting this offer to obtain this loan; ii) that either the lender has used my/our choice of the title Insurance company, or I/we have waived our rights to choose the title insurance

## FIG. 16d

- company; and iii) I/we have either obtained an owner's title policy of title insurance as part of this transaction, or have waived my/our rights to obtain such owner's policy of title insurance.
- **Minnesota** - If my/our property is located in the state of Minnesota, I/we acknowledge receipt of the Minnesota Disclosure. Additionally, if I/we are required to maintain an escrow account for taxes and insurance in connection with this loan transaction, I/we acknowledge that we may have the right, under Minnesota law, in five years to discontinue the escrow account and pay our own taxes and homeowner's insurance and that WFHM will notify me/us in five years if I/we are eligible to discontinue our escrow account.
  - **New Jersey Notice** - If my/our property is located in the state of New Jersey, I/we understand that my/our interests and the interests of WFHM are or may be different and may conflict, and that the lender's attorney represents only the lender and not me/us and I/we am/are advised to employ an attorney of my/our choice licensed to practice law in New Jersey to represent my/our interests.
  - **New Mexico** - If my/our property is located in New Mexico, I/we acknowledge receipt of the Freedom to Choose Insurance Company disclosure.
  - **New York** - I/we acknowledge receipt of the disclosures included in the package (Good Faith Estimate of Settlement Costs, Truth in Lending Disclosure Statement, Servicing Disclosure Statement, Affiliated Business Arrangement Disclosure and the New York Disclosures).
  - **North Dakota Tax Escrow Notice** - I/we understand that if an escrow account is maintained for the payment of taxes, assessments, insurance premiums and other charges upon the mortgaged residence, that interest will not be paid on the escrowed funds.
  - **Ohio Notice** - The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.
  - **Oklahoma** - I/we acknowledge that WFHM will be obtaining a mortgagee title insurance policy insuring our new mortgage, at no cost to me/us. The mortgagee title policy does not provide any title insurance protection to me/us.
  - **Rhode Island** - I/we acknowledge that: i) I/we were informed of my/our rights to choose the title insurance company; ii) that either the lender has used my/our choice of title insurance company, or I/we have waived our rights to choose the title insurance company; and iii) I/we have either obtained an owner's title policy of title insurance as part of this transaction, or have waived my/our rights to obtain such owner's policy of title insurance.
  - **Tennessee** - I/we acknowledge that WFHM will be obtaining a mortgagee title insurance policy insuring my/our new mortgage, at no cost to me/us. The mortgagee title policy does not provide any title insurance protection to me/us. I/we acknowledge that I/we have been informed by WFHM that I/we may obtain owner's title insurance coverage at my/our expense and that I/we either have obtained an owner's policy or do not desire to purchase owner's title Insurance coverage in conjunction with this refinance transaction.
  - **Texas** - If my/our property is located in Texas, I/we acknowledge receipt of the Texas Collateral Protection Insurance Notice.
- 12. WFHM Escrow Balance Transfer** - I/we understand that if I/we have an escrow account established on my/our current loan, an escrow account will be established on my/our new loan. I/we agree and understand the following:
- **Initial Escrow Deposit** - I/we agree that WFHM will transfer the balance in the escrow account on my/our existing loan and apply such amount as a credit towards the amount necessary to establish the escrow account on my/our new loan.
  - **Payoff of Existing Loan** - If a payoff refund is due to me/us in connection with my/our existing loan, such payoff refund amount will, absent receipt by WFHM of my/our instructions to return the payoff refund amount to me/us, be applied as a credit towards the amount necessary to establish the escrow account on my/our new loan. If, however, I/we live in the state of Texas, I/we understand that any refunds will be applied to the principal of my/our new loan. I/we agree that in the event the new loan amount is insufficient to payoff my/our existing mortgage, WFHM will apply a portion of any balance in the escrow account on my/our existing loan, if any, to complete the payoff. This will result in a lower escrow balance amount available to transfer as a credit towards the amount necessary to establish the escrow account on my/our new loan.
  - **Negative Balance Transfer** - If WFHM has advanced its own funds on my/our behalf for the payment of property taxes and/or insurance (including but not limited to flood insurance), a negative balance in my/our escrow account may have been created. I/we agree to transfer any negative balance in my/our existing escrow account (together with my/our obligation to repay such advance to WFHM) as a debit against the amount necessary to establish the escrow account on my/our new loan. I/we understand that this negative balance ordinarily would be included in the calculation in the amount necessary to payoff my/our existing loan. The escrow account on my/our new loan will be analyzed in accordance with applicable law.
  - **Escrow Account Statements** - I/we understand that I/we will be provided with the following two escrow account statements after my/our new loan closes: i) a Final Escrow Account Activity Statement describing the activity in the escrow account on my/our existing loan; and ii) an Initial Escrow Account Disclosure Statement for my/our new loan. I/we understand that the Initial Escrow Account Disclosure Statement will include an analysis of the transfer of any positive or negative balances from my/our old loan as credits or debits towards the amount necessary to establish the escrow account on my/our new loan. I/we understand that any deficiency in my new escrow account that may be shown on the Initial Escrow Account Disclosure Statement will be spread out over a 12 month period for easy payment, or, at my/our option, I/we may pay the deficiency amount in full as described in the statement.
- 13. Prepayments of Principal or Mortgage Payments** - I/we understand that if WFHM receives any prepayments of principal or mortgage payments on my/our existing loan after I/we accepted the offer to obtain this loan



## FIG. 16e

WFHM will refund the monies to me/us by depositing the monies in our escrow account, unless WFHM receives written instructions from me/us to refund the principal prepayment amount or mortgage payment, directly to us. Any refunded monies deposited in my/our escrow account will be used as a credit towards the amount necessary to establish the escrow account on my/our new loan. Please submit written instructions to refund principal prepayments or mortgage payments to: Wells Fargo Home Mortgage, Attn: Rate Reduction, 1 Home Campus, MAC X2501-01 H, Des Moines, IA 50328.

### 14. Automatic Payment

If I/we have established an automatic payment plan or equity enhancement plan on my/our existing mortgage loan, I/we understand that these services will continue and be transferred over to my/our new loan unless cancelled or I/we have provided different instructions.

**Borrower's Certification:** I/We certify that the information provided is true and correct as of the date set forth opposite my/our signature(s) below and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to WFHM, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/We have made in connection with this transaction.

Borrower's Signature  X _____	Date	Borrower's Signature  X _____	Date
-------------------------------------	------	-------------------------------------	------

Borrower's Signature  X _____	Date	Borrower's Signature  X _____	Date
-------------------------------------	------	-------------------------------------	------

**Mortgagors' Certifications:** I/We, the undersigned mortgagors, have executed the Mortgage/Deed of Trust in order to pledge our interest in the mortgaged property as security for the mortgage loan given to the Borrowers. I/We, the undersigned Mortgagors, certify and/or agree to the provisions contained in Sections 3, 7 and 9 of this Business Acknowledgements, Agreements and Disclosures document; and recognize that the remainder of the provisions apply only to the Borrowers in this transaction.

Mortgagor's Signature  X _____	Date	Mortgagor's Signature  X _____	Date
--------------------------------------	------	--------------------------------------	------

Mortgagor's Signature  X _____	Date	Mortgagor's Signature  X _____	Date
--------------------------------------	------	--------------------------------------	------

## FIG. 16f

California law requires the lender to disclose the following:

**THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977 FAIR LENDING NOTICE**

**IT IS ILLEGAL TO DISCRIMINATE IN THE PROVISION OF OR IN THE AVAILABILITY OF FINANCIAL ASSISTANCE BECAUSE OF THE CONSIDERATION OF:**

- 1. TRENDS, CHARACTERISTICS OR CONDITIONS IN THE NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMMODATION, UNLESS THE FINANCIAL INSTITUTION CAN DEMONSTRATE IN THE PARTICULAR CASE THAT SUCH CONSIDERATION IS REQUIRED TO AVOID AN UNSAFE AND UNSOUND BUSINESS PRACTICE; OR**
- 2. RACE, COLOR, RELIGION, SEX, MARITAL STATUS, NATIONAL ORIGIN OR ANCESTRY.**

**IT IS ILLEGAL TO CONSIDER THE RACIAL, ETHNIC, RELIGIOUS OR NATIONAL ORIGIN COMPOSITION OF A NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDNG A HOUSING ACCOMMODATION OR WHETHER OR NOT SUCH COMPOSITION IS UNDERGOING CHANGE, OR IS EXPECTED TO UNDERGO CHANGE, IN APPRAISING A HOUSING ACCOMMODATION OR IN DETERMINING WHETHER OR NOT, OR UNDER WHAT TERMS AND CONDITIONS, TO PROVIDE FINANCIAL ASSISTANCE.**

**THESE PROVISIONS GOVERN FINANCIAL ASSISTANCE FOR THE PURPOSE OF THE PURCHASE. CONSTRUCTION, REHABILITATION OR REFINANCING OF ONE-TO-FOUR UNIT FAMILY RESIDENCES OCCUPIED BY THE OWNER AND FOR THE PURPOSE OF THE HOME IMPROVEMENT OF ANY ONE-TO-FOUR UNIT FAMILY RESIDENCE.**

**IF YOU HAVE QUESTIONS ABOUT YOUR RIGHTS, OR IF YOU WISH TO FILE A COMPLAINT. CONTACT THE MANAGEMENT OF THIS FINANCIAL INSTITUTION OR:**

**Department of Corporations  
320 West 4th Street #750  
Los Angeles, CA 90013-1105**

**Department of Corporations  
1390 Market Street, #810  
San Francisco, CA 94102-5303**

**ACKNOWLEDGMENT OF RECEIPT**

**I (WE) RECEIVED A COPY OF THIS NOTICE**

**Signature of Borrower/Date** \_\_\_\_\_

**Signature of Borrower/Date** \_\_\_\_\_

## FIG. 17a

### **STEP 6** **Acknowledgment of Receipt of the Notice of Right to Cancel**

- Locate letters addressed to each person listed on the Mortgage/Deed of Trust and two copies of the Notice of Right to Cancel found in the "Keep For Your Records" packet.
- Read the "Acknowledgment of Receipt of the Notice of Right to Cancel" document. In signing this document, you and all parties listed on the Mortgage/Deed of Trust, will be acknowledging:
  - Receipt of **two copies of the Notice of Right to Cancel for each party** listed on the Mortgage/Deed of Trust, found in the "Keep For Your Records" packet.
- All parties signing the Mortgage/Deed of Trust must sign and date the "Acknowledgment of Receipt of the Notice of Right to Cancel".
  - There is only one document that all parties will be signing.
  - Signatures must be signed **exactly as signed** on the Mortgage/Deed of Trust (i.e. if middle initial is used, it must always be used).
  - Notary and/or witnesses are **NOT** required for signatures on this document.
- The signed and dated "Acknowledgment of Receipt of the Notice of Right to Cancel" must be returned to WFHM as instructed in Steps 9 & 10 of the 10 Easy- To-Close Mortgage Instructions attached to the letter you received with this packet.

## FIG. 17b

### **Acknowledgment of Receipt of the Notice of Right to Cancel**

You are entering into a transaction that will result in a mortgage, lien or other security interest on or in your home. You have a legal right under federal law to cancel this transaction, without cost. You have been provided with a Notice of Right to Cancel that outlines your rights, and the procedures you need to follow if you wish to cancel this transaction.

I/We the undersigned each acknowledge receiving 2 copies of the Notice of Right to Cancel

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

## FIG. 17c

Borrower:

Address:

Enclosed are 2 copies of your Notice of Right to Cancel. You are entering into a transaction that will result in a mortgage, lien or other security interest in or on your home. You have a legal right under federal law to cancel this transaction, without cost. You are being provided this Notice that outlines your rights, and the procedures you need to follow if you wish to cancel this transaction.

Wells Fargo Home Mortgage

## FIG. 17d

### Notice of Right to Cancel

<b>Notice of Right to Cancel</b>
<b>Your Right to Cancel</b>

*You are entering into a transaction that will result in a mortgage, lien or other security interest on or in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:*

- (1) the date of the transaction, which is \_\_\_\_\_; or  
(2) the date you received your Truth-in-Lending disclosures; or  
(3) the date you received this notice of your right to cancel.

*If you cancel the transaction, the mortgage, lien or other security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or other security interest on or in your home has been cancelled, and must return to you any money or property you have given to us or to anyone else in connection with this transaction.*

*You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.*

<b>How to Cancel</b>
----------------------

*If you decide to cancel this transaction, you may do so by notifying us in writing, at*

*Wells Fargo Home Mortgage, Inc.  
A TTN: Post Closing - MAC# 5401-03B  
5024 Parkway Plaza - Bldg. 7  
Charlotte, NC 28217*

*You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.*

*If you cancel by mail or telegram, you must send the notice no later than midnight of \_\_\_\_\_, (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.*

<b>Cancellation Request</b>
-----------------------------

*I wish to cancel this transaction.*

*Date;*

\_\_\_\_\_  
*{Seal}*  
*Borrower*

FIG. 17e

### Notice of Right to Cancel

## Notice of Right to Cancel

## Your Right to Cancel

*You are entering into a transaction that will result in a mortgage, lien or other security interest on or in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:*

- (1) the date of the transaction, which is \_\_\_\_\_; or  
(2) the date you received your Truth-in-Lending disclosures; or  
(3) the date you received this notice of your right to cancel.

*If you cancel the transaction, the mortgage, lien or other security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or other security interest on or in your home has been cancelled, and must return to you any money or property you have given to us or to anyone else in connection with this transaction.*

*You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.*

## How to Cancel

*If you decide to cancel this transaction, you may do so by notifying us in writing, at*

**Wells Fargo Home Mortgage, Inc.**  
**A TTN: Post Closing - MAC# 5401-03B**  
**5024 Parkway Plaza - Bldg. 7**  
**Charlotte, NC 28217**

*You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.*

*If you cancel by mail or telegram, you must send the notice no later than midnight of \_\_\_\_\_, (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.*

## Cancellation Request

*I wish to cancel this transaction.*

*Date:*

{Seal}

*Borrower*

## FIG. 18a

### STEP 7

#### Borrower's Title Affidavit

- Read the Borrower's Title Affidavit. This Affidavit is a sworn statement, in writing, where the mortgagor (borrowers on the mortgage/deed of trust) state that they own the subject property and documents whether any outstanding liens exist against that property.
- Go to item number 4 on this document and insert the following:
  - "None" - if there are no other mortgage liens against the property except the one that is being refinanced
  - OR
  - The lender and account number of each mortgage or lien, such as equity loans and second mortgages.
- Go to item number 5 on this document and insert the following:
  - "None" - if there are no other liens, judgments, or other encumbrances
  - OR
  - A description of each lien, judgment, or other encumbrances, such as tax liens, mechanics liens, or judgments.
- All Borrowers must sign and date page 3.
- Signatures must be signed exactly as signed on the Note and Mortgage/Deed of Trust (i.e. if middle initial was used, a middle initial should always be used).
- A Notary must be present when signing this document and should execute and notarize the document with their seal where indicated on the third page.
- Witnesses are NOT required to sign this document.
- The signed and dated Borrower's Title Affidavit must be returned to WFHM as instructed in Steps 9 & 10 of the 10 *Easy- To-Close Mortgage Instructions* attached to the letter you received with this packet.



## FIG. 18b

### **Borrower's Title Affidavit**

Mortgagor(s)/Trustor(s)/Borrower(s)

Property Address:

Lender:

Loan Amount:

Loan Number:

Settlement Date

I (we) do solemnly swear that:

1. I (we) are the exclusive fee simple owner(s) of the property above-described (the "Property") and that no one has questioned our ownership or right of possession.
2. Everyone who owns an interest in the Property being refinanced is listed on page one of the Deed of Trust
3. I (we) confirm that all bills for real estate taxes, special assessments for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting the property, and water, sewer, and other municipal fees are current and paid to date and are not yet due and payable.
4. I (we) acknowledge that there may be another Mortgage or Deed of Trust against my (our) property and that Wells Fargo Home Mortgage, Inc. wants its mortgage to have priority over the other mortgage. I (we) agree to provide any assistance to Chicago Title Insurance Company or its affiliates, that may be required, including the signing of any additional documents at a later time, in order to give Wells Fargo mortgage priority over the other mortgage. If there is another Mortgage or Deed of Trust on my property, the following information is applicable:

Lender: \_\_\_\_\_

Account No: \_\_\_\_\_

5. I (we) confirm that there are no liens, judgments, or other encumbrances on the property except:

No other lien, or encumbrance upon the property has been given, contracted for or agreed to be given or executed by the Mortgagor(s)/Trustor(s)/Borrower(s) to any other person.

6. All labor and material used in the construction of improvements on the above-described property have been paid for and there are now no unpaid labor or material claims against the improvements of the property and that all sums of money due for the erection of improvements have been fully paid and satisfied. We are not aware that anyone has filed or intends to file a mechanic's lien relating to this property.
7. I (we) have not applied for protection under Bankruptcy statutes or any state's creditor's rights laws.
8. I (we) have not violated any covenants, conditions, restrictions, or laws of any nature relating to environmental protection and that there is no notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the above-described property with regards to any Hazardous substance or Environmental law.
9. There has been no presence, use, disposal, storage or release of any Hazardous substance(s) on the above-described property.
10. I (we) agree to subrogate and assign any rights or payments which I (we) may have or receive under any insurance policy which compensates me (us) for a loss and such loss would also cause a loss to the Lender.

## FIG. 18c

11. The undersigned mortgagor (referred to in this paragraph as the "mortgagor" regardless of whether there is one mortgagor or more than one mortgagor) acknowledges that, after execution by the mortgagor of the mortgage or deed of trust securing lender's mortgage loan (the "Security Instrument") but prior to recordation of such Security Instrument, a legal description will be attached as an exhibit and incorporated into the Security Instrument (the "Legal Description"). The mortgagor authorizes lender and/or Chicago Title Insurance Company to attach the Legal Description to the Security Instrument. The mortgagor further acknowledges that the Legal Description may be a truncated or automated legal description that may be in an abbreviated format. The mortgagor authorizes lender and/or Chicago Title Insurance Company to amend, correct or modify the Legal Description so that it is identical to the legal description contained in the last document that placed the mortgagor in title to the mortgaged property, without requiring the mortgagor to re-execute or acknowledge the Security Instrument. Additionally, the mortgagor authorizes Lender and/or Chicago Title Insurance Company to amend, correct or modify the Security Instrument for the limited purpose of ensuring that the Security Instrument is recorded and indexed properly in the county/town records, without requiring the mortgagor to re-execute or acknowledge the Security Instrument.
12. I (we) am/are familiar with the location of the building(s) erected on the property, and no structures, additional rooms, garages, swimming pools, decks or fences have been erected during the time I (we) have owned the property; no buildings, walls, fences or other improvements have been erected on adjoining lots in any way affecting our lot during the time I (we) have owned the property; I (we) have not received notice and do not have knowledge of any violations of local ordinances or zoning regulations; the property is not serviced by a common driveway with any adjoining lots.
13. I (we) agree to subrogate and assign any rights or payments which I (we) may have or receive under any insurance policy which compensates me (us) for a loss and such loss would also cause a loss to the Lender.
14. APPLICABLE FOR PROPERTIES LOCATED IN FLORIDA ONLY:
  - a. I (We) are refinancing an existing mortgage on the property ("refinanced mortgage") with the same lender or a lender who provides servicing for our existing loan and that I (we) purchased title insurance in connection with the refinanced mortgage insuring me/us and/or the lender and its successors or assigns, which provided survey coverage and did not identify any specific encroachments, overlaps or boundary line issues. In the alternative, I (we) are familiar with the property described above and, to the best of my/our knowledge and belief, there are no existing boundary line issues, nor are there any encroachments of the improvements on the property onto adjoining property or into setbacks or easements, nor do any neighboring property improvements encroach onto the property.
  - b. To the best of my/our knowledge and belief, there have been no improvements made to the above described property since the date of the refinanced mortgage, including, but not limited to, buildings, sheds, fences, swimming pools, nor have there been any alterations to the existing improvements since the date of the refinanced mortgage.
  - c. To the best of my/our knowledge and belief, there have been no improvements, including but not limited to, buildings, sheds, fences, or swimming pools, constructed on adjoining property which might encroach onto the above-described property since the date of the refinanced mortgage.
  - d. This affidavit is given for the purpose of inducing a title insurance company to issue a title insurance policy to a lender without exception for matters that would be reflected on a current and accurate survey of the property.
15. For Properties Located in Texas Only:
  - a. I have reviewed the names and marital status (that is, whether a person is married or single) listed for those names on page one of the Deed of Trust that I am executing today.
  - b. Everyone who owns an interest in the Property being refinanced is listed on page one of the Deed of Trust, The husband and/or wife, if any, of each of those persons listed on page one of the Deed of Trust is also listed on that page. The marital status of each person listed is correctly stated. I understand that in the State of Texas a person can only be either "married" or "single".
  - c. There is no one who originally owned the Property with me whose name is not listed on page one of the Deed of Trust, even if that person is no longer married to me or to someone else listed there, or is no longer living.

## FIG. 18d

I (we) hereby acknowledge (1) that this Borrower's Affidavit is executed under oath for the purpose of inducing the Lender named above to make the Loan and Chicago Title Insurance Company to provide title insurance thereon, (2) that the Lender will rely upon this Borrower's Affidavit in making the Loan and Chicago Title Insurance Company will rely on this Borrower's Affidavit in issuing insurance thereon, (3) that the information set out above is correct and complete, and (4) that I (we) understand that I (we) can be criminally liable for falsely so swearing. If I am unsure about any of the information on the Mortgage/Deed of Trust, or if any of the statements above are untrue, I will not sign below but will call Wells Fargo at 866/809-6271 before proceeding.

Mortgagor(s)/Trustor(s)/Borrower(s):

Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Sworn to and subscribed before me, by the above named Mortgagor(s)/Trustor(s)/Borrower(s), on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me a Notary Public for the County of \_\_\_\_\_ and State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

(Notary Seal)

## FIG. 19

### Frequently Asked Questions About the Wells Fargo Rate & Term Reduction Program

**Q: This program sounds too good to be true. Is there a catch?**

**A:** It's good. It's true. And there is no catch. Here's how you will know: Enclosed in this package are a "Truth in Lending Disclosure Statement", a "Good Faith Estimate" and a HUD-1 Settlement Statement. These are legally required documents designed to show you the real cost of your loan. The Annual Percentage Rate (APR) on your Truth in Lending Statement is the same as the interest rate that we have guaranteed you in this letter. That means there are no extra, "hidden" costs.

The "Good Faith Estimate" and HUD-1 Settlement Statement are your further guarantee that there are no extra costs. The fees listed on these documents are what you would normally pay out-of-pocket for a traditional refinance. With this program, these costs will be paid by Wells Fargo Home Mortgage. You do not have to pay out any extra cash, unless your notary charges you a fee to notarize the closing document.

**Q: What else do I need to know?**

- If you are making escrow payments for taxes and insurance on your existing loan, you will be asked for your consent to have us transfer your existing escrow reserves for taxes and insurance to your new loan. Your monthly payment will include an amount for taxes, hazard insurance premiums, premiums for other insurance you have (such as flood insurance) and other items that may be required to be escrowed under the terms of the loan agreement.
- If you make escrow payments for taxes and insurance on your existing loan, when you skip your mortgage payment you will also be skipping the escrow portion of that payment. We will conduct an analysis of your escrow account soon after your new loan closes and mail it to you. This analysis will establish your new, adjusted escrow payment amount. The new amount will be included in your billing statement for your first payment on your new loan.
- If you are set up on our Automatic Mortgage Payment (AMP) program to have your monthly payment automatically debited from your checking or savings account, we will transfer this information to your new loan and begin drafting at the new payment amount.
- If you are currently set up on our Wells Fargo Equity Enhancement Program your enrollment will transfer to your new loan. You may contact our customer service center with questions at 1-800-551-5717. You will receive confirmation of the transfer shortly after your refinance has been completed.
- If you pay for any additional non-mortgage products through your monthly mortgage statement, contact those vendors directly to cancel the service on your old loan and to have the service reestablished on your new loan.

**Q: Are there additional terms or conditions?**

- The interest rate environment has given us a small window of opportunity to offer the Rate & Term Reduction Program to you. That's why this is a limited offer giving you only a short period of time to close your new loan.
- This offer is not transferable to anyone else.
- Because your primary residence secures your current loan and the new loan, this property must meet all Wells Fargo Home Mortgage title requirements and could be subject to a title search and title report if necessary. Wells Fargo Home Mortgage will pay for both.
- You must meet all applicable criteria relating to creditworthiness.

## FIG. 20

### Good Faith Estimate

Lender is Wells Fargo Home Mortgage

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates; the actual charges may be more or less. Your transaction may not involve a fee for every item listed.

The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 or HUD-1 A settlement statement that you will be receiving at settlement. The HUD-1 or HUD-1A settlement statement will show you the actual costs for items paid at settlement.

Item	HUD-1or HUD-1A	Amount or range
Loan Origination Fee	801	Not Required - No Charge
Loan Discount Fee	802	Not Required - No Charge
Appraisal Fee	803	Not Required - No Charge
Credit Report	804	\$15 - \$40 POC' by Lender
Underwriting Fee	800 Section	Not Required - No Charge
Tax Related Service Fee	800 Section	\$65 - \$125 POC by Lender
Flood Certification	800 Section	\$16 POC by Lender
Title Search	1102	\$30 - \$100 POC by Lender
Attorney Fee	1107	\$0 - \$40 POC by Lender
Title Insurance	1108	\$350 - \$2,000 POC by Lender
Recording Services	1204	\$20 - \$200 POC by Lender
Recording Taxes	1202 & 1203	\$0 - \$6,014 POC by Lender
Courier Fees	1303	\$15 - \$40 POC by Lender

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA).

POC by Lender: Paid Outside of Closing by Lender.

## FIG. 21

### Affiliated Business Arrangement Disclosure

This is to give you notice that Wells Fargo Home Mortgage, Inc. has business relationships with the following entities. These entities are affiliates of Wells Fargo Home Mortgage. Because of this relationship, this referral may provide Wells Fargo Home Mortgage a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. **You are NOT required to use the listed provider(s) as a condition for settlement of your loan on the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

<u>Provider</u>	<u>Settlement Services</u>	<u>Estimated Cost*</u>
RELS Direct, LLC	Ordering Title Insurance	\$25
Wells Fargo Real Estate Tax Services, LLC	Tax Service	\$65-125
Wells Fargo Insurance, Inc.	Flood Determination Certificate	\$16

Set forth below is the estimated charge or range of charges for the settlement services of an attorney, credit reporting agency or real estate appraiser that we may require you to use, as a condition of your loan on this property, to represent our interest in the transaction.

RELS Reporting Services	Credit Bureau	\$15-75
-------------------------	---------------	---------

\* These ranges are estimates on an average loan size of \$100,000. Your actual cost may vary depending upon your loan size and the state in which your property is located. Please review the Good Faith Estimate of Settlement charges for the specific charge(s) that may apply to you.

I understand that Wells Fargo Home Mortgage, Inc is referring me to purchase the above described settlement service(s) and may receive a financial or other benefit as the result of this referral. I understand that I will be asked to sign an acknowledgment, that will be included in my closing package, that I have read this disclosure form and understand its contents.

Note: You will be asked to acknowledge receipt of this Affiliated Business Arrangement Disclosure in your closing documents.

## FIG. 22

### **Servicing Disclosure Statement**

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENT.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.) you have certain rights under that Federal law. This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

### **Transfer Practices and Requirements**

If the servicing of your loan is assigned, sold or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address, and toll-free or collect call telephone number of the new servicer, and the toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing. During the 60 day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

### **Complaint Resolution**

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60 Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment relating to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

### **Damages and Costs**

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

### **Servicing Transfer Estimates**

1. The following is the best estimate of what will happen to the servicing of your mortgage loan: We may assign, sell or transfer the servicing of your loan while the loan is outstanding.
2. We have previously assigned, sold or transferred the servicing of federally related mortgage loans.

This information includes assignments, sales or transfers to affiliates or subsidiaries.

### **Acknowledgment of Mortgage Loan Applicant**

This Servicing Disclosure Statement is a required part of the Mortgage Loan Application.

You will be asked to sign an acknowledgment, that will be included in your closing package, that you have read this disclosure form and understand its contents.

FIG. 23a

Uniform Settlement Statement

<b>A. Settlement Statement</b>			
<b>B. Type of Loan</b>			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conventional Uninsured	4. <input type="checkbox"/> VA
5. <input type="checkbox"/> Conventional Insured			
6. File Number		7. Loan number	8. Mortgage insurance case number
<p>C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not incl</p>			
D. Name and address of borrower		E. Name and address of seller	F. Name and address of lender
G. Property location		H. Settlement agent	I. Settlement date
		Place of settlement	
<b>J. Summary of Borrower's Transaction</b>		<b>K. Summary of Seller's Transaction</b>	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contact sales price		401. Contact sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		0.00	403
104. Payoff of WFHM			404
105			405
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109		409	
110		410	
111		411	
112		412	
120. Gross amount due from borrower		420. Gross amount due to seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions in Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204		504. Payoff of second mortgage loan	
205		505	
206		506	
207		506	
208		508	
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220. Total paid by/for borrower		520. Total reduction amount due seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amount paid by/for borrower (line 220)		( )	602. Less reductions in amt due seller (line 520) ( )
303. Cash <input type="checkbox"/> From <input type="checkbox"/> To Borrower		0.00	603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller



FIG. 23b

## Uniform Settlement Statement - Page 2

Loan #:

Borrower Last Name:

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total sales/Broker's Commission Based on Price \$	@	% =			
Division of commission (line 700) as follows:					
701. \$					
702. \$					
703. Commission paid at settlement					
704					
800. Items Payable in Connection With Loan					
801. Loan origination fee	%				
802. Loan discount	%				
803. Appraisal fee	to				
804. Credit report	to				
805. Lender's inspection fee					
806. Mortgage insurance application fee to					
900. Items Required By Lender To Be Paid in Advance					
901. Interest from	to	@ \$	/day		
902. Mortgage insurance premium for			months to		
903. Hazard insurance premium for			years to		
904					
1000. Reserves Deposited With Lender - These figures are estimates. Your actual amounts will be determined after funding.					
1001. Hazard insurance	months@ \$		per month		
1001. City property taxes	months@ \$		per month		
1001. County property taxes	months@ \$		per month		
1005. Annual assessments	months@ \$		per month		
1006.	months@ \$		per month		
1007.	months@ \$		per month		
1008.	months@ \$		per month		
1009					
1100. Title Charges					
1101. Settlement or closing fee to					
1102. Abstract or title search					
1103. Title examination to					
1104. Title insurance binder to					
1105. Document preparation to					
1106. Notary fees to					
1107. Attorney's fees to					
(includes above items numbers)					
1108. Title insurance					
(includes above items numbers)					
1109. Lender's coverage	\$				
1110. Owner's coverage	\$				
1200. Government Recording and Transfer Charges					
1201. Recording fees: Deed \$		Mortgage \$		Releases \$	
1202. City/county tax/stamps: Deeds \$		Mortgage \$		POC by Lender	
1203. State tax/stamps: Deeds \$		Mortgage \$		POC by Lender	
1204					
1205					
1300. Additional Settlement Charges					
1301. Survey to					
1302. Pest inspection to					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				00	

# FIG. 24

## Truth-in-Lending Disclosure

Date:  
Creditor:

Borrowers:

Property  
Location:

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The Amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
%	\$	\$	\$

(E) means estimate

Your payment schedule will be

Number of Payments	Amount of Payments	When Payments are Due
		Monthly, Beginning

### Insurance

Property insurance is required. Property insurance may be obtained through any person of your choice. If you choose to obtain property insurance through the creditor, the term of the policy will be \_\_\_\_\_ and the premium for that term will be \$ \_\_\_\_\_

Flood insurance ☐ is ☐ is not required. If required, flood insurance may be obtained through any person of your choice. If you choose to obtain flood insurance through the creditor, the term of the policy will be \_\_\_\_\_ and the premium for that term will be \$ \_\_\_\_\_

**Security:** You are giving security interest in property at \_\_\_\_\_

**Late Charge:** If payment is late, you will be charged \_\_\_\_\_ % of the payment. In Massachusetts, the late charge is 3% of the principal and interest portion of the payment that is overdue.

**Prepayment:** If you pay off early, you  
☐ may ☐ will not have to pay a penalty ☐ If you prepay your loan other than on a regular installment date you may be assessed interest charges until the end of the month.  
☐ may ☐ will not be entitled to a refund of part of the finance charge.

**Assumption:** Someone buying your home:  
☐ may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.  
☐ cannot assume the remainder of the mortgage on the original terms.

**Demand Feature:** This obligation ☐ has ☐ does not have a demand feature.

**Variable Rate:** Your loan ☐ does ☐ does not contain a variable-rate feature. Disclosures about the variable-rate feature have been provided to you earlier.

See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date, and prepayment refunds and penalties. Included with this disclosure and made a part of it is the Good Faith Estimate of Settlement Services.